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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

[Protest of Bid Rejection as Nonresponsive]

FILE: B-200801

DATE: March 5, 1981

MATTER OF: Synergetics International, Inc.

DIGEST:

Where amendment was acknowledged and bidder is bound to perform work required, but bidder submitted price on monthly basis instead of quarterly basis as required by amendment, bid is responsive since sufficient information was included in bid to derive quarterly price by multiplying monthly price by three.

Synergetics International, Inc. (Synergetics), protests the rejection of its bid under solicitation No. DACW27-80-B0079, issued by the Army Corps of Engineers (Army) to lease and maintain, with an option to purchase, a satellite receive site (SRS). Synergetics submitted the only bid.

The Army issued an amendment to the solicitation which changed the bidding schedule to require a price for operation and maintenance of the SRS on a quarterly basis instead of on a monthly basis, with a total price for the year. The bid opening date, the delivery date, and three pages of technical specifications were also revised by this amendment.

At bid opening, the Army found that although Synergetics had acknowledged receipt of the amendment Synergetics' bid did not contain one change required to conform with the amendment. Instead of submitting prices on a quarterly basis, Synergetics submitted the original solicitation Schedule "A" containing prices for operation and maintenance on a 12-month basis of \$600 per month and a total price of \$7,200 (12 x \$600). The contracting officer rejected the bid as nonresponsive on the basis that it was not clear from the bid that Synergetics was bidding on a quarterly basis as required by the amended solicitation.

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We believe that the Synergetics' protest has merit.

This Office has stated that a deficiency which is a matter of form or which constitutes some immaterial deviation from the exact requirements of the specifications and does not affect either price, quantity or quality of the articles offered, is a minor informality which may be waived or cured. 52 Comp. Gen. 265 (1972). What constitutes a minor deviation is dependent on the particular circumstances present in each case. Chemical Technology, Inc., B-179674, April 2, 1974, 74-1 CPD 160.

We have permitted waiver of a minor deviation where the bidder offered a unit price for security guard services on a per-hour basis instead of the monthly unit prices solicited in the invitation for bids (IFB) since the extended price for the entire contract period could be ascertained from the information contained in the IFB, that is, from the hourly price quotes in the bid. Chemical Technology Inc., *supra*. Similarly, we held that where certain price data is omitted from a solicitation schedule, the bid was responsive since sufficient information had been included in the bid to derive the omitted data by application of generally accepted mathematical formulas. See Building Maintenance Corporation, B-190642, February 17, 1978, 78-1 CPD 143. We believe these decisions are applicable here.

The Army admits that Synergetics acknowledged the amendment. The system operation and maintenance specifications stated that,

"The successful bidder shall install, operate and maintain the receive station for a period of one year * * *. Maintenance shall commence upon installation * * * and shall include 24-hour maintenance, regular quarterly inspections * * *."

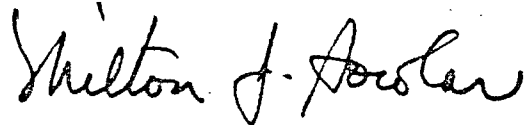
Thus, there is no question that Synergetics bound itself to perform the required operation and maintenance for a period of 1 year. With regard to the pricing format in schedule A, we believe that by simply multiplying the

monthly charge for maintenance, the bid price per quarter was readily and accurately ascertainable. See Building Maintenance Corporation, supra.

The Army argues that the deviation in the time period used for stating the price may materially affect the bid. In essence, the Army contends that the work requirement may be different under a quarterly bid than under a monthly bid. However, the protester acknowledged the amendment and was clearly obligated to perform the services as specified. Also, the revised bid package submitted by Synergetics clearly stated its price was on a per-month basis for these services. Accordingly, the only possible interpretation was that a quarterly price equalled the stated figure multiplied by three.

We recommend that award be made to Synergetics if otherwise proper.

Protest is sustained.



Acting Comptroller General
of the United States